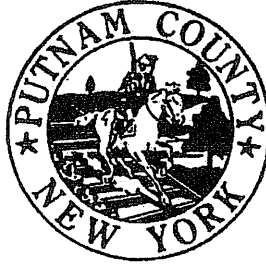


THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue
Carmel, New York 10512
(845) 808-1020 Fax (845) 808-1933

Amy E. Sayegh *Chairwoman*
Greg E. Ellner *Deputy Chair*
Diane Schonfeld *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

AGENDA
PHYSICAL SERVICES COMMITTEE
TO BE HELD IN ROOM 318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512
(Chairman Ellner and Legislators Crowley & Jonke)

Wednesday **5:30p.m.** **August 20, 2025**
(The Special Full Mtg. Will Immediately Follow)

1. Pledge of Allegiance
2. Roll Call
3. Acceptance/ Physical Services Meeting Minutes/ June10, 16 & July 17, 2025
4. Reconsideration/Approval/ Stipulation - Inclusion of Parcel in the Putnam County Agricultural District/ Senior Deputy County Attorney Heather Abissi
5. Approval/ Budgetary Amendment 25A067/ Adjust Capital Budget to Fund ADA Compliant Ramp Project at County Office Building – Funded by a State CREST Grant (Reso #282/2023)/ Finance Department
6. Approval to Create - Formulate/ Putnam County's Proposed Vulnerability Assessment and Climate Adaptation Plan/ Commissioner Planning, Development and Public Transportation Barbara Barosa

- 7. Approval/ Grant Application/ State and Municipal (SAM) Facilities Grant Program- Through the State of New York and the Office of Senator Harckham/ Putnam County Veterans Memorial Park Accessible/ Inclusive Playground/ Commissioner Planning, Development and Public Transportation Barbara Barosa**
- 8. Approval/ Conveyance of a Certain County Property to the Village of Cold Spring Pursuant to Chapter 31 of the Putnam County Code/ Law Department**
- 9. Other Business**
- 10. Adjournment**

SPECIAL - PHYSICAL SERVICES COMMITTEE MEETING
40 Gleneida Avenue Room #318
Carmel, NY 10512

Committee Members: Chairman Ellner, Legislators Crowley & Jonke

Tuesday

6:00PM

June 10, 2025

The meeting was called to order at 6:00p.m. by Chairman Ellner led in the Pledge of Allegiance. Upon roll call, Legislators Crowley, Jonke and Chairman Ellner were present.

Item #3 – Discussion/ Approvals: The Putnam County Early Learning Center/ Public Health Director Rian Rodriquez

Public Health Director Rian Rodriguez began with an opening statement, that the Putnam County Administration would like to move forward with the Putnam County Early Learning Center project which would provide necessary services locally to our differently able students and their families. He stated the Administration is requesting the Legislature's support. He stated they are prepared to address any pending questions or concerns.

Legislator Jonke began by stating he has asked this question before and it may have been in Executive Session, but he does not believe it needs to be addressed in Executive Session. He proceeded and questioned how the lease rates were arrived at. He questioned whether any appraisals were done to determine what the County would be paying.

Senior Deputy County Attorney Heather Abissi stated she believes this is a topic that needs to be discussed in the Executive Session because it deals with negotiations of the lease.

Legislator Jonke stated his question is not directed to the negotiation, he wanted to know how something was established. He stated he will change the question. He questioned how much would the County be paying in rent.

Senior Fiscal Manager Bill Orr stated that was provided in the back up he sent.

Chairman Ellner requested Senior Fiscal Manager Bill Orr break it down for the long-term Large Space Lease versus what has been termed the contingency lease.

Legislator Jonke stated there are two (2) potential leases, of which he requested a breakdown on the rent payments.

Senior Fiscal Manager Bill Orr stated year 1 through year 5 it will be \$15.00 per square foot on 12,028 square feet equaling \$15,035 per month/ \$180,420 per year. He stated the total build out cost is estimated at \$2,200,000.

Legislator Jonke stated he has conducted his own research since the last meeting, and those prices are far higher than the market rate for renting similar spaces. He stated the County is proposing to invest over \$2million over a five (5) year commitment.

Senior Fiscal Manager Bill Orr stated he has no knowledge of that market.

Chairman Ellner stated that there has increased from the \$1.5million that was first reported to the Legislature.

Senior Fiscal Manager Bill Orr stated the interest rate of 7.5% was added which is \$580,000 and that is what caused the difference. He continued to go over a few more financials from the backup.

Legislator Jonke questioned how long of a period is the \$580,000 spread over.

Senior Deputy County Attorney Heather Abissi stated when discussing the interest it will depend on some factors such as how much is paid upfront.

Legislator Jonke stated for the purpose of this review, please provide the information and answers as the plan is set currently, how long is the \$580,000 of interest spread over in the current plan.

Senior Deputy County Attorney Heather Abissi stated this is a ten (10) year buildout, and the County was exercising an option for five (5) years. She stated the County would be paying on the five (5) year portion only, with an option to continue. She stated the County would only be paying 65% of whatever amount is actually financed, which remains to be seen in regards to the amount the County pays upfront.

Chairman Ellner stated he wants this project to happen, plain and simple. He wants to get to the right place so it will be the best possible plan it can be. He stated originally it was discussed that there was nothing preventing the County from paying completely upfront. He stated the version that is in front of the Legislature for review and consideration limits that.

Senior Deputy County Attorney Heather Abissi stated there is nothing limiting that. She stated if the County were to pay everything upfront, the County avoids financing all together. She stated currently the County is only committing to five (5) years with an option to renew in five (5) years.

Chairman Ellner stated he saw wording in the lease that he interpreted would limit the County from paying upfront.

Senior Deputy County Attorney Heather Abissi stated if anything regarding the lease would be discussed it needs to be done in Executive Session.

Chairman Ellner stated he would like to give the members of the public an opportunity to ask their questions. He explained he tried to have a meeting with the Department Heads to get all the information, so an Executive Session would not be needed.

Legislator Jonke stated he too would like to ask as many questions, for the public to hear, as possible. He questioned if there was a reason why the County did not seek the advice of a real estate professional/consultant and an appraiser to determine what the market rate is. He stated he does not understand why the County would want to spend all this money for a five (5) year, commitment, a short term. He questioned if anyone could explain and speak to that.

Senior Deputy County Attorney Heather Abissi stated they are envisioning ten (10) years, but it would be determined based on what happens in New York State in regards to these programs. She stated these programs have a multitude of factors. She stated the State component needs to be considered. She stated if New York State were to decide they were going to defund programs of this nature, it would be important for the County to have a mechanism to get out of that. She stated this would provide that flexibility. She stated again everyone envisions it to be for the ten (10) years, but the Administration wants to make sure the County has the flexibility.

Legislator Jonke stated even ten (10) years is short term. He stated as he has stated publicly in other meetings he is in support of this because, he has been affected by having a child who had to travel long distance early in her life. He stated he is interested in getting this done. He continued the thought of only ten (10) years sounds like a short period of time.

Senior Deputy County Attorney Heather Abissi stated this kind of support is important and admirable. She stated it is unknown if the support of New York State will exist forever. She stated the County commits in chunks and periods of time to allow for flexibility to deal with things outside the County's control.

Legislator Jonke questioned clarification as to if New York State cuts their funding the County would walk away from this.

Senior Deputy County Attorney Heather Abissi stated no, but the County may need to envision a different set of negotiated standards to make sure the County would account for the new budget requirements that continuing the program might entail. She stated it would allow the Legislature to have the flexibility to accommodate things under any circumstances, even the things outside the County's control.

Legislator Jonke stated our job is to spend the Taxpayers' money as wisely as we can. He stated he looks at this as if it were his own business, and there is no way he would sign a lease like this. He stated it is excessive. He stated the County is proposing building something brand new that does not need to be built and spending money that should not be spent. He stated there have not been real estate consultants involved.

Legislator Crowley stated this matter has been on the agenda previously and it was agreed that all of the questions would be asked so we could make this dream for many families come to

fruition. She questioned why Legislator Jonke did not contact the law department to get answers to his questions.

Legislator Jonke stated that he is doing his job, and focusing on spending the taxpayers' money wisely. He stated for the record, this is a project that has been being worked on for over a year, and he just learned of it in April.

EI & Preschool Program Supervisor Valerie Kurtz stated she did consult with Kathleen Abels the President of the Economic Development Corporation and she connected her with Angela Briante, owner of Briante Real Estate. She stated Dr. Nesheiwat was with her when they toured all of the locations and they continue to feel this is the best place.

Legislator Jonke stated he is no longer talking about the other places anymore, he is addressing this proposed location and what was sent to this Committee and Legislature for consideration. He stated the buildout, the cost, and the length of time it will take to get the children into the facility all come into his consideration, it is the Legislature's job, to spend the money of the Taxpayers wisely.

Senior Fiscal Manager Bill Orr stated both programs plus the five year and ten year are all costs absorbed, there would actually be a savings to the County. He stated there are a lot of moving parts and the financials listed in the backup may not end up to be exact, but the building costs will be absorbed.

Legislator Crowley stated if we do go with the full ten (10) years it is going to save the County approximately \$1million.

Senior Fiscal Manager Bill Orr stated a little less.

Legislator Crowley stated and the savings would grow if the County stayed longer. She stated this would be a flagship, and stated the cost saving in transportation and the reimbursement from the School Districts that the County will receive will permit the County to recoup the funding rather than give it back to another location.

Chairman Ellner stated if there were no buildout costs, would there be an increase in savings.

Senior Fiscal Manager Bill Orr stated that is correct.

Chairman Ellner requested confirmation that what is being reported is that there will be a savings in comparison to what the County currently pays for this program.

Senior Fiscal Manager Bill Orr stated that is correct.

Chairman Ellner stated if there was not the buildout cost in the equation the County would be saving an additional approximate \$2.2million. He stated that additional savings could be invested in this program. He continued to speak to the backup.

Legislator Montgomery stated for the purpose of comparison in 2018, prior to her being a Legislator, this Legislature approved a 6,000 square foot space at a cost of \$11,000/per month, last she checked. She stated she is referring to the Senior Center space in Cold Spring. She requested if Commissioner of DGS John Tully could state what the rent currently is for said Senior Center.

Commissioner of DGS John Tully stated he did not have that information with him. He explained that was one of the comparable locations he did look at, and this project showed to be on par to that.

Legislator Jonke stated what Legislator Montgomery just referenced equals \$22.00/per square foot.

Commissioner of DGS John Tully stated the proposed project is at \$15.00/per square foot.

Legislator Jonke stated with the buildout the proposed project is \$38.00/per square foot.

Commissioner of DGS John Tully stated the \$11,000/per month referenced is not the only number. He stated to make a fair comparison there was also a significant investment by the County to the Senior Center project in Cold Spring. He stated if you were to amortize over the term of the lease we are on par with the proposed project.

Legislator Jonke stated he was not a member of the Legislature at that time. He stated however as he understands it the Legislature at the time had many months of review and discussion regarding that project.

Legislator Montgomery stated her point was to bring up a comparison which she believes was similar. She stated she believes the focus currently with this proposed project is on the dollar being spent. She stated she respects and appreciates Senior Fiscal Manager Orr for doing the calculations that lay out the cost savings that will be resulted. She stated like the Senior Center in Cold Spring, this is another critical service that Putnam County is in desperate need of. She stated she advocates for this. She stated that we need to plan. She stated the partnerships that will come along with this proposal in her opinion are valuable and a strong reason for her support.

Senior Deputy County Attorney Heather Abissi cautioned again, that any details of this project would have to be discussed in Executive Session.

Legislator Montgomery concluded by stating we would be investing in the children, not in brick and mortar and the County would be saving money based on what is currently spent in the existing model that does not serve anyone, especially the children who have to sit on the buses for hours. She stated the costs that she sees are the 3- and 4-year-olds who have to ride on the buses, and that is the cost she is most concerned about. She stated every month of delay is a missed opportunity for a child who could be thriving. She stated slower is not smarter here. She stated the Administration has spent months reviewing, touring and presenting this initiative. She stated every relevant agency has weighed in and the County Executive has made his team

available to the Legislature. She stated maybe a meeting cannot be convened, but any Legislator can call any Department Head who is an expert in this project and get the answers they need. She stated the families and the children are counting on us to act.

Chairman Ellner stated he would like to see this project move forward without being wasteful. He stated the “large space” may take 3 – 4 months to build out that space. He questioned when is it planned that space will be occupied.

Public Health Director Rian Rodriguez stated it depends when it is complete, he stated having a contingency place is important.

Chairman Ellner questioned if it is his goal to have students in there by January 2026 or September 2026.

Public Health Director Rian Rodriguez stated January 2026.

Chairman Ellner stated this will be taxpayer money paying for this work. He stated he wants to say this for the record, he wants to make sure that all of the workers on this job are legal tax paying workers. He stated he wants to have E-Verify and I-9 forms in place for all of the workers on this job. He questioned what is the extra fee that he sees proposed by the landlord.

Senior Deputy County Attorney Heather Abissi stated that is a specific item in the lease term, which would require an Executive Session to discuss it.

Chairman Ellner questioned Public Health Director Rodriguez as to his hope for when the leases should get approved.

Public Health Director Rian Rodriguez stated the hope is that it would be approved during the meetings process. He stated they need to complete the paperwork and submit it to the State of New York. He stated that requires that they have leases so they can seek insurance. He stated they are aiming to have the contingency location up for September.

Senior Deputy County Attorney Heather Abissi stated the leases are contingent upon each other, so both need to be executed. She stated that was explained at the previous meeting.

Legislator Jonke questioned Senior Deputy County Attorney Heather Abissi asking if the leases are in their final form.

Senior Deputy County Attorney Heather Abissi stated yes they are, they just need to be dated and signed.

Legislator Jonke stated he is uncomfortable with the wording in the second “RESOLVED” of the proposed Resolution, he read from it: “the County Attorney is authorized to take whatever legal action is necessary to effectuate the lease agreements for the Premises for the purposes of establishing the Putnam County Early Learning Center: A Think Differently Initiative in the manner approved herein; and be it further”. He requested an interpretation of that.

Senior Deputy County Attorney Heather Abissi stated it means if there is any legal actions that needs to be taken in order to ensure a provision that need to be addressed in the resolution that will be done.

Legislator Jonke questioned Senior Deputy County Attorney Heather Abissi as to if said wording provides that if a lawsuit needs to be filed this would allow that to be done.

Senior Deputy County Attorney Heather Abissi stated yes, if it is to effectuate the directive.

Legislator Jonke stated he has a problem with that language. He stated it is the same language that caused trouble with another property.

Legislator Sayegh went over the back up again and presented some questions. She questioned if the County will be paying for the cleaning, maintenance, smartboards etc.

Senior Fiscal Manager Bill Orr stated that is correct.

Legislator Sayegh stated after all of these additional costs, maybe it will not result in a savings.

EI & Preschool Program Supervisor Valerie Kurtz stated it still will be a savings. She stated that currently each child cost is \$50,000 compared to this proposed initiative which would cost \$22,000. She stated, plus, all of the children will no longer have to be transported to Westchester.

Legislator Sayegh stated all with the initiative pre-k will be accepted. She questioned who would pay for the pre-k students.

EI & Preschool Program Supervisor Valerie Kurtz stated the School Districts pay for them 100%. She stated the County needs to pay for the CPSE (Committee on Pre-School Special Education). She stated the County pays 100% and then does get some reimbursement for the CPSE children and that will continue in this initiative.

Joseph Baldanza, Putnam County Enforcement Officer, for Consumer Affairs requested that the contractors who do work for the County be registered and licensed by Putnam County. He stated as an Enforcement Officer he has noticed there have been some projects where unlicensed and unregistered people were working on the jobs.

Chairman Ellner stated for clarification that the County would not be hiring the workers it would be the Landlord doing the hiring. He expressed his support for workers on the job be properly vetted.

Legislator Montgomery questioned if Enforcement Officer Joseph Baldanza is saying that he has found on County projects unlicensed workers.

Joseph Baldanza, Putnam County Enforcement Officer, for Consumer Affairs stated that is correct. He stated it happened in the past, and has been addressed. He just wanted to mention it so moving forward it does not happen.

Commissioner DGS John Tully stated he is very surprised to hear that because the County has project labor agreements, prevailing wages. He stated he is not aware of any County project, paid for with County funds where there were illegal contractors on the job. He stated Enforcement Officer Baldanza stated it occurred in the past. He suggested he may want to correct himself and then questioned when in the past.

Joseph Baldanza, Putnam County Enforcement Officer, for Consumer Affairs stated within the past 5 – 10 years.

Chairman Ellner stated he wanted to return to the agenda item. He requested confirmation that there is no way to separate the two (2) leases.

Senior Deputy County Attorney Heather Abissi stated they have to be approved together. She explaining in order to commit to a lease in a contract you would not commit to a contingency space if there is not going to be a future space. She stated you cannot sign a contingency lease if there is no contingency factor.

6:45p.m. Chairman Ellner made a motion to go into Executive Session to discuss details of the Leases; Seconded by Legislator Jonke. All in favor.

7:29p.m. Chairman Ellner made a motion to come out of Executive Session; Seconded by Legislator Crowley. All in favor.

Chairman Ellner stated no action was taken in Executive Session.

Item #3b. - Approval/ Enter into Lease Agreements by the and between the County of Putnam and the Community Based Services, Inc. as and for Short-Term and Long-Term Leases of the Premises herein denoted as 40 Jon Barrett Road, Patterson, New York for the Purpose of Utilizing Such Premises for the Provision of Universal Pre-Kindergarten Services to Eligible Residents Children

Legislator Jonke stated his amendment to the proposed Resolution, agenda **Item #3b.**

Legislator Jonke made a motion to Approve/ Amending Resolution, agenda **Item #3b.** the 2nd “Resolved” to read: “the County Attorney is authorized with Legislative Approval to take whatever legal action is necessary etc.”

Roll Call Vote:

Legislator Crowley – Aye

Legislator Jonke – Aye

Chairman Ellner – Aye

Motion to Amend Carries.

Chairman Ellner made a motion to Approve as Amended proposed Resolution, agenda **Item #3b.**; Seconded by Legislator Jonke. All in favor.

Item #3a. – Approval/ Early Learning Center: A ThinkDIFFERENTLY Initiative, Located in Patterson, NY/ Public Health Director Rian Rodriquez

Chairman Ellner made a motion to Approve agenda **Item #3a**; Seconded by Legislator Crowley. All in Favor.

- **Interim Lease for the Putnam County Early Learning Center with Community Based Services, Inc.**

Chairman Ellner stated he will be voting next on the Interim Lease. He consulted with Senior Deputy County Attorney Heather Abissi about including the wording requiring compliance with E-Verify and the use of the I-9 form in both the Interim Lease for the Putnam County Early Learning Center with Community Based Services, Inc. and the Lease for the Putnam County Early Learning Center with Community Based Services, Inc.

Senior Deputy County Attorney Heather Abissi directed him to make a motion to Amend each lease and she would make sure the editing is made to each lease with the approved amendment.

Chairman Ellner made a motion to Approve As Amended the Interim Lease for the Putnam County Early Learning Center with Community Based Services, Inc. to include language requiring that the Contractors working on this project comply with E-Verify and the I-9 Form; Seconded by Legislator Jonke. All in favor.

- **Lease for the Putnam County Early Learning Center with Community Based Services, Inc.**

Chairman Ellner made a motion to Approve As Amended the Lease for the Putnam County Early Learning Center with Community Based Services, Inc. to include language requiring that the Contractors working on this project comply with E-Verify and the I-9 Form; Seconded by Legislator Jonke.

Roll Call Vote:

Legislator Crowley – Aye

Legislator Jonke – Aye

Chairman Ellner – Aye

Motion to Amend Carries.

Item #18 - Adjournment

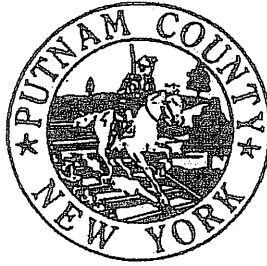
There being no further business at 8:27 P.M. Chairman Ellner made a motion to adjourn;
Seconded by Legislator Crowley. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsy.

THE PUTNAM COUNTY LEGISLATURE

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AGENDA
- SPECIAL -

PHYSICAL SERVICES COMMITTEE
TO BE HELD IN ROOM 318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512
(Chairman Ellner and Legislators Crowley & Jonke)

Tuesday

6:00p.m.

June 10, 2025

(Special Full, Personnel & Protective Mtgs. To Immediately Follow)

1. Pledge of Allegiance
2. Roll Call
3. Discussion/Approvals: The Putnam County Early Learning Center/ Public Health Director Rian Rodriguez
 - a. Approval/ Early Learning Center: A ThinkDIFFERENTLY Initiative, Located in Patterson, NY/ Public Health Director Rian Rodriguez
 - b. Approval/ Enter into Lease Agreements by and between the County of Putnam and the Community Based Services, Inc. as and for Short-Term and Long-Term Leases of the Premises herein denoted as 40 Jon Barrett Road, Patterson, New York for the Purpose of Utilizing Such Premises for the Provision of Universal Pre-Kindergarten Services to Eligible Resident Children
 - Interim Lease (aka / Short - Term) for the Putnam County Early Learning Center with Community Based Services, Inc.
 - Lease (aka / Long - Term) for the Putnam County Early Learning Center with Community Based Services, Inc.
4. Adjournment

August 8/20
Phyp.

#3

**PHYSICAL SERVICES COMMITTEE MEETING
HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512
Members: Chairman Ellner & Legislators Crowley & Jonke**

Monday

June 16, 2025

(Immediately Followed 6:30p.m. Rules Meetings)

The meeting was called to order at 7:00 P.M. by Chairman Ellner who requested Legislator Jonke lead in the Pledge of Allegiance. Upon roll call Legislators Crowley and Jonke and Chairman Ellner were present.

Item #3 - Acceptance/ Physical Services Meeting Minutes/ April 14, 2025

Chairman Ellner stated the minutes were accepted as submitted.

Item #4 – Approval/ Recommendations from P.C. Agricultural and Farmland Protection Board – 2025 Agricultural Inclusion of Parcels into the Putnam County Agricultural District (the May 30, 2025 Memo was REVISED June 10, 2025)/ Chair of the P.C. Agricultural and Farmland Protection Board Christine Nastasi

Christine Nastasi, Chair of the Putnam County Agricultural and Farmland Protection Board, stated they submitted a report on May 30th. She stated there were revisions made to the report, so the final report was submitted on June 10th. She stated there were 11 applicants this year and one farm was already included in the Agricultural District. She stated there were 3 farms they recommended not to be approved, and the Agricultural Board felt as if the rest of the farms fell within the guidelines to be included in the Agricultural District.

Legislator Gouldman stated he would like to reconsider one of the farms that was not recommended to be included into the Agricultural District.

Ms. Nastasi stated the Agricultural Board's determination of who should be included in the Agricultural District is solely a recommendation and the Legislature can decide what farms are included into the Agricultural District.

Chairman Ellner stated he intends to have a motion to approve the recommendations from the Agricultural Board.

Ms. Nastasi explained the situation with Barn Dog Farm and stated the owner has another farm so the property being voted on is the add on. She stated although there was structure up on the

property, they did not have any horses on the property as well as there was no place to put a horse. She stated it is mandated to have a boarding farm. She stated the owner has another farm, but it is a different entity.

Legislator Sayegh stated she agrees with the recommendation of the Agricultural Board. She stated the farm is supposed to be a working business in order to be included into the Agricultural District. She questioned how this horse farm can be included into the Agricultural District when they do not have any horses.

Ms. Nastasi stated the owner has another farm in Brewster so this property would be an add on. She stated the property in Brewster is not owned by the same LLC that owns the property that recently applied for inclusion in the Agricultural District.

Legislator Sayegh stated last year in there was a property in Putnam Valley that had less than 10 horses.

Ms. Nastasi explained the requirement to apply as a boarding farm is to have 10 horses within a calendar year, not 10 horses at the time of the visit.

Legislator Crowley stated this issue deals with 3 parcels. She stated 2 out of the 3 parcels were haying which is why these parcels were voted for inclusion because haying is included in farming.

Commissioner of Planning, Development and Public Transportation, Barbara Barosa, stated the owner has 4 operations in the area.

Ms. Nastasi stated 5 acres is not enough land to produce hay to feed the horses at the owner's other farm as well as have extra hay to sell.

Commissioner Barosa stated it was a big debate at the Agricultural Board Meeting and ultimately the property was recommended.

Chairman Ellner questioned Counsel if the applicant applied as a hay farm or as an equine operation.

Senior Deputy County Attorney, Conrad Pasquale, stated he would have to look over the application and review the law.

Chairman Ellner explained the reason for his previous question was because if they are a equine operation, and they do not meet the recommended number of horses and recommended revenue

in the period of two (2) years, they would not be entitled to protections under the New York Agricultural and Markets Law.

Senior Deputy County Attorney Pasquale stated he believes that is correct.

Jamie Spillane, from HRL Attorneys at Law stated she is an attorney representing this applicant. She stated this application applied for both a haying and equestrian operation. She stated the beneficial ownership is the same for both of the properties. She stated there is a 42-stall horse barn that is near completion as well as a haying operation. She stated the farm is making at least \$14,000 a year, which proves they meet the \$10,000 income requirement from the haying operation, not including the horse operations. She stated the Agricultural Board discussed the farm's situation and although two (2) members did not vote in favor of recommending this farm, the majority of the board did recommend it. She stated the 42-stall horse barn is expected to be completed in July, however, the farm meets the requirements to be included into the Agricultural District even without the stalls because of the haying operation.

Don Rossi, from HRL Attorneys at Law, stated he would like to speak on the beneficial ownership. He stated it would be restrictive on a landowner looking to purchase multiple properties to require the same entity to own every piece of property. He stated with this situation these LLCs only have one member. He stated beneficial ownership is similar to a shareholder and the member in the LLC is the owner of the entity.

Jamie Spillane, HRL Attorneys at Law, stated for horse farms, in the first year of operation they are able to qualify as a startup operation, therefore, the 2-year requirement does not apply to an equestrian operation.

Chairman Ellner stated admission into the Agricultural District and the protections farms receive from the Agricultural District are completely different issues.

Legislator Sayegh requested confirmation that they are different LLCs for each of these three (3) parcels.

Jamie Spillane, HRL Attorneys at Law, stated that the 3 parcels have common ownership.

Chairman Ellner made a motion to approve the Recommendations from Putnam County Agricultural and Farmland Protection Board – 2025 Agricultural Inclusion of Parcels into the Putnam County Agricultural District; Seconded by Legislator Jonke. All in favor.

a. Correspondence From: HRL Attorneys at Law, Jamie Spillane, Esq. Re-Reinmaker Farm East LLC – 2025 Applicant for Inclusion into the Putnam County Agricultural District

Chairman Ellner stated there are 2 farms he would like to have speak at this meeting, Reinmaker Farm East and Clara Patunga Farm. He stated these are 2 farms that did not get recommended to be included into the Agricultural District by the Agricultural Board.

Jamie Spillane, HRL Attorneys at Law, stated the owner of Reinmaker Farm, Harold Lepler, owned a number of parcels for farming purposes in Putnam County and has been making the required farm income for 20 years. She stated the application was submitted under the statement that this is viable agricultural land. She stated the property has recently had the footings installed for the additional barn. She stated this property was not recommended for the inclusion in the Agricultural District for the fact that the horses are not on site at this time. She stated the Agricultural and Market Law does not state that it is required for horses to be on site. She stated the requirement for inclusion is land that is highly suitable for a farm operation. She stated Harold Lepler has been operating a farm operation for 40 years and has continued the operation even though he has not had land in Putnam County for the past 6 months to a year. She stated this is more akin to an addition of land to an already active farm operation. She stated there has been additional construction on the site since the site visit.

Chairman Ellner questioned when the site visit occurred compared to when the footings were installed. He stated he is assuming all the permits from the Town of Southeast are in place.

Jamie Spillane, HRL Attorneys at Law, stated the meeting was May 23rd and the site visit occurred earlier in the week. She stated the footings were installed the following week. She stated there is a building permit for the construction on the site.

Legislator Crowley stated Mr. Lepler has done wonderful things with farming. She questioned if they are able to table this item and schedule another site visit. She stated she believes if some of the applicants have made progress on their property's since the site visit she would like to entertain doing another site visit.

Ms. Nastasi stated the first site visit was May 6th and the second site visit was May 13th. She stated if the Legislature allows site visits after the inclusion date the Agricultural Board does not serve a purpose. She stated at the May 6th site visit there was nothing on the property. She explained breeding is more selective when it comes to inclusion in the Agricultural District. She stated one of the requirements for breeding is proof of breeding more than 1 horse for several years. She stated almost anything could be considered viable land for agriculture. She explained the property being discussed is in the middle of the woods and that is not what they would normally consider viable land especially for a horse farm. She stated most horse farms would

have cleared lands with pastures. She stated paddocks certainly can be put in the woods, but to say it is viable agricultural land, she disagrees with that. She stated the Legislature has the power to accept any farm they would like to be included in the Agricultural District.

Legislator Jonke stated the County just lost a lawsuit over viable farmland. He stated the applicant has had a well known breeding operation for many years. He stated the owner did not stop the operation and he is still breeding horses.

Jamie Spillane, HRL Attorneys at Law, stated she wanted to clarify that she does not view this as a startup operation but instead as an ongoing farm operation that has purchased new property. She stated this has been a commercial boarding stable and breeding operation and now the owner is transitioning into being just a breeding operation.

Legislator Sayegh stated there is a certain inclusion period the Putnam County Agricultural and Farmland Protection Board has to follow, and they cannot go out for a site visit whenever they want to. She stated the Agricultural District goes to the parcel and not the person.

Ms. Nastasi addressed that comment, White Oak Apiary has a parcel included in the Agricultural District on a different plot in Brewster and he applied to put a less than 2-acre plot he owns in a different part of Brewster into the Agricultural District as an add on so they will enhance each other. She stated Mr. Lepler has sold his farm and has not had a farm in Putnam County for several years. She stated she understands that he may have been breeding in a different area, but she does not know if he has been or has not. She stated regardless she does not see that to be pertinent because he would have needed to have been farming in Putnam County.

Chairman Ellner questioned Senior Deputy County Attorney Pasquale about start ups.

Senior Deputy County Attorney Pasquale stated it is a subjective standard. He stated the Legislature can discuss and determine whether they believe the property meets the standard of what they would consider a legitimate start up.

Chairman Ellner questioned whether any start up is eligible for inclusion into the district regardless of how far along they are in terms of construction.

Senior Deputy County Attorney Pasquale stated that is correct and it is up to the discretion of the Legislature.

Legislator Sayegh stated her concern is about construction and she would want to make sure that the town has oversight on that. She stated she is respectful of this farming operation, and she does not see the harm in the farm reapplying next year.

Legislator Jonke stated he believes there are benefits outside of town zoning code by being in the Agricultural District.

Jamie Spillane, HRL Attorneys at Law, stated there are various benefits but the applicant is not trying to get around zoning in any way because he already has a building permit for the building that is currently under construction. She stated the applicant has a successful history of working in the farming business within the requirement and restrictions of the Town of Southeast.

Legislator Crowley stated the startup is a different situation. She stated the other 3 parcels that were not recommended for inclusion were based on what is required of a startup farm, so she believes if one (1) is considered for inclusion then all of them would need to be considered into the Agricultural District.

Chairman Ellner stated he does not want to deny anyone the opportunity to come before the full Legislature. He stated he wants to treat all startups fairly.

Chairman Ellner made a motion to Approve and move the application from the Reinmaker Farm East to the Full Legislative Meeting; Seconded by Legislator Jonke. By roll call vote; All Ayes. Motion carries.

Chairman Ellner stated the next parcel which is in a similar situation is Clara Patunga Farm.

Crytal Stowell, Resident of Putnam Valley, stated as Vice President of the Putnam Valley Grange stated he support and urges the Legislature to vote in favor of Clara Patunga Farm. She stated this is a startup family farm in Putnam Valley that offers a diverse selection of produce and is committed to sustainable agriculture practices as well as providing the community with access to clean and healthy food. She stated due to the farm's production of fruit and honey, it clearly meets the definition of a farm operation and viable agricultural land under the Ag & Markets law. She stated municipalities are expected to give new farms a reasonable period to establish their operations and crop production. She explained for apiaries a 2 year start up period is recommended and for orchards and berries a 3 to 5 year start up period. She stated although the farm is producing modest amounts of fruit and honey, the farm is still in its early developmental stages and requires more time to mature. She stated Clara Patunga Farm as well as all emerging farms would greatly benefit from inclusion into the Agricultural District. She stated the protections under the Agricultural and Markets Law is crucial to start up farms. She stated Agricultural and Markets Law also states that a number of other factors should also be considered such as the landowner's intent, time and effort spent on farming, and if the landowner has the knowledge needed to carry on the farming activity as a successful business. She stated the owner of Clara Patunga Farm possesses a bachelor's degree in agriculture and also has

farming experience from Green Chimney's Organic Farm as well as submitted a business plan with his application.

Chairman Ellner requested that Crystal Stowell explain what the Putnam Valley Grange is.

Crytal Stowell, Resident of Putnam Valley, Vice President of Putnam Valley Grange, stated the Grange is an association that supports local agriculture as well as the farmers.

Legislator Jonke requested to ask the owner of Clara Patunga Farm, Andrew Wulkan, a few questions. He questioned if Mr. Wulkan had called the Legislative Office a number of times and told the staff that he resided in Legislator Jonke's district when he wanted to talk to him.

Andrew Wulkan, owner of Clara Patunga Farm, stated he did not recall.

Legislator Jonke questioned why Mr. Wulkan called the office numerous times and was dishonest.

Andrew Wulkan, owner of Clara Patunga Farm, stated he was trying to get through to people and educate them on the Agricultural District as well as the benefits to farming in the community.

Legislator Jonke questioned why Mr. Wulkan was dishonest and stated his name was Andrew Smith when he left a message.

Legislator Gouldman stated Mr. Wulkan is very educated on farming and he requested that his farm gets approved for inclusion in the Agricultural District.

Legislator Crowley stated the 8-year review is coming up in 2 years which would allow the Legislature to look at the startups then and review how their business plan developed. She stated since the 8-year review is soon, she does not have a problem with including the startups in the Agricultural District.

Legislator Sayegh questioned the purpose of having an Agricultural Board assess the farms and provide their expert opinions if the Legislature is just going to go against their recommendations.

Chairman Ellner stated he agrees with Legislator Sayegh, however, there have been delays in terms of getting their inclusion criteria corrected. He questioned why Clara Patunga Farm was not recommended.

Ms. Nastasi stated on the farm there were 2 bee hives and multiple species of fruit trees but none of the trees were bearing enough fruit to be able to sell at a farmstand. She stated the same thing

occurred with the vegetable beds, they were present but not producing enough to have significant sales from it. She stated the owner has a great vision as to what he would like to do with the farm, but she believes Mr. Wulkan should apply next year and would most likely not have an issue being approved.

Legislator Birmingham cautioned that some of these votes could be used as precedent in the future.

Commissioner Barosa stated the farm could be considered a startup, but she believes it would be very difficult to get to the level of a commercial farm.

Legislator Crowley stated she does not want to set a poor precedent and would like to be clear on what a startup is since they just approved a startup. She stated she wants to be fair to all startups and to people not everyone knows.

Senior Deputy County Attorney Pasquale stated the Legislature has a lot of discretion on who they want to consider. He stated the Legislature needs to consider the precedential value of any decision they made along with each application being looked at on its own merits. He stated he is not able to give a concrete definition on what a startup is.

Legislator Crowley questioned if education is also considered in the applications.

Chairman Ellner stated he wants to be fair to everyone. He stated he believes they should pass this along.

Arielle Honovich, Resident of Patterson, stated the Putnam County Law Department argued her background in the past. She stated she appreciates the open mindedness during this meeting. She stated she worked really hard to get where she got and she built her farm from nothing. She stated she hopes her lawsuit helped set a precedent.

Brett Yarris, Resident of Carmel Hamlet, stated there needs to be criteria put in place because there is a lot of uncertainty about who meets the requirements and who does not. He thanked the Legislature for taking this process seriously and for being open minded.

Chairman Ellner reiterated he wants to be fair to everyone, and he believes this topic deserves to have the Full Legislature's input.

Chairman Ellner made a motion to Approve and move Clara Patunga Farm application to the Full Legislative Meeting; Seconded by Legislator Crowley. By roll call vote: Two Ayes- Legislator Crowley, Chairman Ellner. One Nay- Legislator Jonke. Motion Carries.

Ms. Nastasi stated there is one more applicant who was not recommended that was not talked about. She stated the owner of the farm is Peter Clark and the principal operation of this farm is poultry, eggs, horticulture, greenhouse, Christmas trees, and nursery. She stated none of these things were visible and he did not show the Agricultural Board these things as well as he did not have a greenhouse. She stated the one thing he talked about were fruit trees that were not going to produce fruit for another few years. She stated she did not see any farming he was doing himself.

Senior Deputy County Attorney Pasquale stated he believes the Legislature must render a vote about whether the application is going to be approved or not approved.

Item #5 – Approval/ SEQRA Determination/ Negative Declaration/ Terry Hill Road (CR 46) and NYS Route 311 Intersection Improvements/ Commissioner of Planning, Development, and Public Transportation Barbara Barosa

Commissioner Barosa stated this is the conclusion of the environmental review for the intersection of Route 311 and Terry Hill Road Department of Public Works (DPW) project. She stated this is the determination stating there are no negative impacts as a result of the project.

Legislator Birmingham requested Commissioner Barosa to describe the purpose of the intersection.

Commissioner of the Department of Public Works, Thomas Feighery, stated they are adding a turning lane, widening the intersection, and creating walkways for pedestrians.

Chairman Ellner made a motion to approve the SEQRA Determination/ Negative Declaration / Terry Hill Road (CR 46) and NYS Route 311 Intersection Improvements; Seconded by Legislator Jonke. All in favor.

Item #6 – Approval/ Putnam County’s Proposed Public Transportation Agency Safety Plan In Conformance with and as Required by the U.S. Department of Transportation’s Final Rule (49 C.F.R. Part 673)/ Commissioner of Planning, Development and Public Transportation Barbara Barosa

Commissioner Barosa stated the U.S. Department of Transportation (DOT) has required the County to create a safety plan for several years, however, they recently updated the regulations and must now analyze the impact and potential for transit worker assaults.

Chairman Ellner questioned if the resolution has been reviewed by the Law Department.

Commissioner Barosa stated it was sent to the Law Department.

Chairman Ellner made a motion to Approve Putnam County's Proposed Public Transportation Agency Safety Plan In Conformance with and as Required by the U.S. Department of Transportation's Final Rule (49 C.F.R. Part 673); Seconded by Legislator Jonke. All in favor.

Item #7 – Approval/ Ratification of Applications Submitted Through Grant Funding Through the 2025 Consolidated Funding Application Program Aimed to Improve Water Quality and Improve and Maintain Infrastructure In Putnam County

Commissioner Barosa stated the consolidated funding application process has begun for the year. She stated they are planning to apply for 4 separate grants. She stated one of the grants is for a strategic plan which would analyze Putnam County owned buildings and determine if there is a possibility of consolidating or shifting departments. She stated another grant is for the analysis and design of the Continental Dam. She explained the third grant is to purchase vacuum trucks for DPW sweepers and the last grant is to be used for the parks to pave the oldest trails.

Chairman Ellner stated the total for all 4 grants is \$1,175,000.

Legislator Sayegh questioned if each project would require a match from the County.

Commissioner Barosa stated yes, it would require a match from the County.

Chairman Ellner made a motion to approve the Ratification of Applications Submitted Through Grant Funding Through the 2025 Consolidated Funding Application Program Aimed to Improve Water Quality and Improve and Maintain Infrastructure In Putnam County; Seconded by Legislator Jonke. All in favor.

Item #8 – Approval/Budgetary Amendment 25A052/ Amend Capital Project 52405 – Putnam County Sheriff's Office Life Safety Systems Modernization/ Commissioner DPW Thomas Feighery

Deputy Commissioner DPW Joseph Bellucci stated this was a project they began in 2024 and it is near completion now. He stated the project included fire alarm and lighting control graphic improvements as well as intercom systems. He stated the total for the project was about \$700,000 and they are asking for \$16,000 to complete the project.

Chairman Ellner made a motion to approve to approve Budgetary Amendment 25A052/ Amend Capital Project 52405 – Putnam County Sheriff's Office Life Safety Systems Modernization; Seconded by Legislator Crowley. All in favor.

Item #9 – Approval/Budgetary Amendment 25A055/ Planning Department/ Correct State Aid Funding Source- Through the NYS DOT Public Transportation Modernization and Enhancement Program/ Commissioner of Finance Michael Lewis

Commissioner Barosa stated they receive annual allocation from the Modernization and Enhancement Program (MEP). She stated this was an allocation from 2021 and it was labeled as State Aid section 5307. She stated this is just a correction to change the line to MEP.

Chairman Ellner stated that they are just moving \$137,909 from the incorrect budget line to the correct one. He stated this would have zero fiscal impact.

Chairman Ellner made a motion to approve Budgetary Amendment 25A055/ Planning Department/ Correct State Aid Funding Source- Through the NYS DOT Public Transportation Modernization and Enhancement Program; Seconded by Legislator Jonke. All in favor.

Item #10 – Approval/ Budgetary Transfer 25T165/ MTA Railroad Station Maintenance Costs pursuant to Section 1277 of the Public Authorities Law for the Period of April 1, 2024 – March 21, 2025/ To Cover Deficit Created By a Greater Than Anticipated CPI Factor/ Commissioner of Finance Michael Lewis

Chairman Ellner stated the Legislature is being asked to take \$20,798 from contingency in order to pay the MTA for railroad station maintenance. He stated this is an additional based on the \$1,220,798 they have already paid.

Chairman Ellner made a motion to approve Budgetary Transfer 25T165/ MTA Railroad Station Maintenance Costs pursuant to Section 1277 of the Public Authorities Law for the Period of April 1, 2024 – March 21, 2025/ To Cover Deficit Created By a Greater Than Anticipated CPI Factor; Seconded by Legislator Crowley. All in favor.

Item #11 – Other Business

a. Approval/ Soil and Water Board Appointments

Chairman Ellner made a motion to accept the other business; Seconded by Legislator Jonke. All in favor.

Chairman Ellner stated the Soil and Water Board currently has 2 vacancies. He stated one vacancy is to be filled by the recommendation of the Farm Bureau and the other is an at large seat. He stated the Farm Board Applicant was Cassandra Roth and the at large applicant was Brett Yarris. He stated these two applicants met the requirements, but the third applicant did not because they were not a Putnam County resident.

Chairman Ellner made a motion to Approve the Soil and Water Board appointments; Seconded by Legislator Jonke. By roll call vote: All Ayes. Motion carries.

Crytal Stowell stated she would like to address a concern the Putnam Valley Grange has with the Interpretation of New York Soil and Water District Article 2 Part 6. She stated this law mandates one of the farmers on the Soil and Water Board to be appointed from a list sent by the county grange. She stated the law does not allow the County to substitute any of the board seats with general members at large. She stated although this law refers to a county grange, Putnam Valley Grange is the only active chartered grange within Putnam County. She stated because of this, Putnam Valley Grange is the grange entity representing Putnam County. She encouraged the Legislature to recognize Putnam Valley Grange as the County Grange.

Senior Deputy County Attorney Pasquale stated he will look into this law to determine the definition of a county grange versus a local grange.

Chairman Ellner questioned what would happen if one of the recommended Soil and Water Board applicants is not a resident of Putnam County.

Senior Deputy County Attorney Pasquale stated he will have to look to see if the grange representative has to either be a resident of Putnam County or if they have to just farm in Putnam County.

Chairman Ellner stated since Putnam County is a chartered county they have more flexibility over the Agricultural and Markets Law. He asked if this information can be obtained before the Full Legislative Meeting so the Legislature can fill the vacant seats on the Soil and Water Board. Senior Deputy County Attorney Pasquale questioned if there are any grange members on the Soil and Water Board.

Item #12 – Adjournment

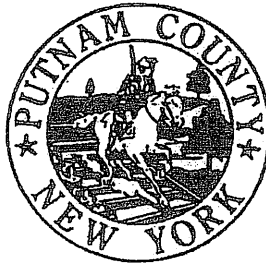
There being no further business, at 8:27 P.M., Chairman Ellner made a motion to adjourn; seconded by Legislator Crowley. All in favor.

Respectfully submitted by PILOT Intern Aubrey Dall.

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue
Carmel, New York 10512
(845) 808-1020 Fax (845) 808-1933

Amy E. Sayegh *Chairwoman*
Greg E. Ellner *Deputy Chair*
Diane Schonfeld *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

AGENDA

PHYSICAL SERVICES COMMITTEE

TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

CARMEL, NEW YORK 10512

(Chairman Ellner and Legislators Crowley & Jonke)

Monday

June 16, 2025

(Will Immediately Follow the 6:30p.m. Rules Meeting)

1. Pledge of Allegiance
2. Roll Call
3. Acceptance/ Physical Services Meeting Minutes/ April 14, 2025
4. Approval/ Recommendations from P.C. Agricultural and Farmland Protection Board - 2025 Agricultural Inclusion of Parcels into the Putnam County Agricultural District (*The May 30, 2025 Memo was REVISED June 10, 2025*)/ Chair of the P.C. Agricultural and Farmland Protection Board Christine Nastasi
 - a. Correspondence From: HRL Attorneys at Law, Jamie Spillane, Esq. Re-Reinmaker Farm East LLC- 2025 Applicant for Inclusion into the Putnam County Agricultural District
5. Approval/ SEQRA Determination/ Negative Declaration/ Terry Hill Road (CR 46) and NYS Route 311 Intersection Improvements/ Commissioner of Planning, Development & Public Transportation Barbara Barosa

- 6. Approval/ Putnam County's Proposed Public Transportation Agency Safety Plan In Conformance with and as Required by the U.S. Department of Transportation's Final Rule (49 C.F.R. PART 673)/ Commissioner of Planning, Development & Public Transportation Barbara Barosa**
- 7. Approval/ Ratification of Applications Submitted for Grant Funding Through the 2025 Consolidated Funding Application Program Aimed to Improve Water Quality and Improve and Maintain Infrastructure In Putnam County/ Commissioner of Planning, Development & Public Transportation Barbara Barosa**
- 8. Approval/ Budgetary Amendment 25A052/ Amend Capital Project 52405 -Putnam County Sheriff's Office Life Safety Systems Modernization/ Commissioner DPW Thomas Feighery**
- 9. Approval/ Budgetary Amendment 25A055/ Planning Department/ Correct State Aid Funding Source- Through the NYS DOT Public Transportation Modernization and Enhancement Program/ Commissioner of Finance Michael Lewis**
- 10. Approval/ Budgetary Transfer 25T165/ MTA Railroad Station Maintenance Costs pursuant to §1277 of the Public Authorities Law for the Period of April 1, 2024 – March 31, 2025/ To Cover Deficit Created by a Great than Anticipated CPI Factor/ Commissioner of Finance Michael Lewis**
- 11. Other Business**
- 12. Adjournment**

August 30th
mtg
#3

**PHYSICAL SERVICES COMMITTEE MEETING
HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512
Members: Chairman Ellner & Legislators Crowley & Jonke**

Thursday

July 17, 2025

(Immediately Followed 5:30p.m. Health Meetings)

The meeting was called to order at 7:08 P.M. by Chairman Ellner who requested Legislator Crowley lead in the Pledge of Allegiance. Upon roll call Legislators Crowley and Jonke and Chairman Ellner were present.

Item #3 - Acceptance/ Physical Services Meeting Minutes/ May 19, 2025

Chairman Ellner stated the minutes were accepted as submitted.

Item #4 – Approval/ Budgetary Amendment 25A058/ DPW/ Purchase a Tomahawk 8” Road Planer Asphalt Grinder/ Commissioner Department of Public Works Thomas Feighery

Deputy Commissioner Joseph Bellucci stated this is a request to move the funds, \$2,281, from the Capital funding into the County Road Fund through the operating budget, as this item is underneath the County’s Capital asset threshold of \$5,000.

Chairman Ellner made a motion to Approve Budgetary Amendment 25A058/ DPW/ Purchase a Tomahawk 8” Road Planer Asphalt Grinder; Seconded by Legislator Jonke. All in favor.

Item #5 – Discussion/ Fund Transfer 25T175/ Cover Cost of Telematic Installation In Transit/ Planning Fleet/ Commissioner, Department of General Services (DGS) John Tully

Chairman Ellner stated Commissioner of DGS John Tully was present and would speak to this item. He questioned if there will be cameras being replaced or are these all new and additional cameras.

Commissioner of DGS John Tully stated the camera feature will be new, but the Telematic feature is not new to the system. He stated IT/GIS Director Tom Lannon worked closely with Commissioner of Finance Mike Lewis to ensure this feature was in the previous radio system in the Department of Public Works (DPW) trucks. He stated the Office for Senior Resources

(OSR), DPW and the Planning Department fleet for logistic purposes will have the equipment in them.

Chairman Ellner stated this will allow the equipped vehicles to be tracked.

Commissioner of DGS John Tully confirmed that to be correct. He stated they will not be used for disciplinary purposes.

Chairman Ellner questioned if the Unions have been advised and are they in agreement with this.

Commissioner of DGS John Tully stated Personnel Officer Eldridge has been in touch with the Unions. He added that Personnel Officer Eldridge confirmed the Administration could move forward with this as long as they are not being used for disciplinary purposes. He stated that Risk Manager Mat Bruno has stated the cameras may result in cost savings to the County's insurance.

Chairman Ellner questioned how long the term of the lease is.

Commissioner of DGS John Tully stated it is 3-5 years, it is a US Government GSA contract, and the vendor is Verizon.

Chairman Ellner questioned if it will cost the County \$15,000 each year.

Commissioner of DGS John Tully stated when this transfer was submitted it was anticipated it would cover the installation of the Planning Department's fleet through the end of the year. He stated once the other departments are finalized, they will be phased in systematically by the Commissioner of Finance.

Legislator Crowley stated this is to pay for the Lease only. She stated then the system would need to be implemented. She questioned how much that would cost.

Commissioner of DGS John Tully stated that is all included as well as installation.

Legislator Crowley questioned who will monitor the cameras, or will they only be monitored if there is an issue.

Commissioner of DGS John Tully stated the intent is that every Department Head will have their own access to their respective fleet, and there will be an Administrator that will give that access.

Legislator Crowley questioned how long the data needs to be kept and is there a cost to where it is stored.

Commissioner of DGS John Tully stated he did not have that information with, so he would get that. He stated he does know that the recording capability will be “triggered” to turn on. He stated as an example a quick braking or acceleration, etc.

Legislator Crowley stated that it would be like the Police Departments. She stated she would appreciate it if the policy for retaining the data be provided to the Legislature.

Chairman Ellner stated that he sees that there would be an SD card in each of the vehicles that will retain data.

Legislator Crowley questioned whose responsibility will it be to maintain the equipment and clear the SD cards.

Commissioner of DGS John Tully stated he believes that will come down to programming. He stated if it is decided that every 10 days the SD card is cleared of data, that would be programmed in.

Legislator Sayegh questioned what impact this will have on the Insurance Rates for the County.

Commissioner, Department of General Services John Tully stated Risk Manager Bruno indicated that if this is rolled out the Insurance Company will entertain a discount, but they would not reveal what the rate would be at this time.

Chairman Ellner stated his appreciation for the update, and explained this matter will be addressed again and considered by the Audit & Administration Committee.

Item #6 – Other Business - None

Item #7 – Adjournment

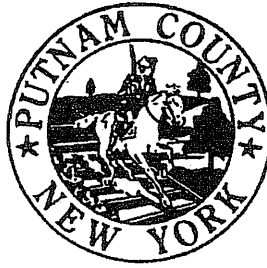
There being no further business, at 7:08 P.M., Chairman Ellner made a motion to adjourn; seconded by Legislator Crowley. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsy.

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue
Carmel, New York 10512
(845) 808-1020 Fax (845) 808-1933

Amy E. Sayegh *Chairwoman*
Greg E. Ellner *Deputy Chair*
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Paul E. Jonke	Dist. 6
Daniel G. Birmingham	Dist. 7
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Erin L. Crowley	Dist. 9

AGENDA

PHYSICAL SERVICES COMMITTEE

TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

CARMEL, NEW YORK 10512

(Chairman Ellner and Legislators Crowley & Jonke)

Thursday

July 17, 2025

(Will Immediately Follow the 5:30p.m. Health Meeting)

1. Pledge of Allegiance
2. Roll Call
3. Acceptance/ Physical Services Meeting Minutes/ May 19,2025
4. Approval/ Budgetary Amendment 25A058/ DPW/ Purchase a Tomahawk 8" Road Planer Asphalt Grinder/ Commissioner Department of Public Works Thomas Feighery
5. Discussion/ Fund Transfer 25T175/ Cover Cost of Telematic Installation In Transit/ Planning Fleet/ Commissioner, Department of General Services John Tully
6. Other Business
7. Adjournment

Physical Services Meeting

August 20, 2025

Item #4

**Reconsideration/Approval/ Stipulation - Inclusion of Parcel in the Putnam
County Agricultural District/ Senior Deputy County Attorney Heather Abissi**

WILLIAM J. CARLIN, JR.
Commissioner Of Finance



DEPARTMENT OF FINANCE

SHEILA M. BARRETT
First Deputy Commissioner
Of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

From: William J. Carlin, Jr., Interim Commissioner of Finance

Re: Budgetary Amendment - **25A067**

Date: August 10, 2025

At the request of the Commissioner of Highways & Facilities, the following budgetary amendment is required.

CAPITAL FUND:

Increase Estimated Appropriations:

55197000 53000 52519	ADA Improvements - COB Ramp	50,000
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Increase Estimated Revenues:

55197000 435971 52519	State Aid - CREST Grant	50,000
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Fiscal Impact - 2025 - \$ 0

Fiscal Impact - 2026 - \$ 0

This Resolution is required to adjust the capital budget to fund the ADA Compliant Ramp project at the County Office building, funded a State CREST Grant. A copy of the Grant disbursement agreement is enclosed. Please forward to the appropriate committee.

Approved : _____
Kevin M, Byrne, County Executive

2025 AUG 13 PM 2:00
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

PUTNAM COUNTY LEGISLATURE

Resolution #282

Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at the Year End Meeting held on December 19, 2023.

page 1

APPROVAL/ GRANT APPLICATION/ STATE AND MUNICIPAL FACILITIES GRANT PROGRAM/ PUTNAM COUNTY OFFICE BUILDING ADA COMPLIANT RAMP

WHEREAS, Section 5-2(E) of the Putnam County Code provides that an applicant of any grant application that does not require local Putnam County ("the County") matching funds shall notify the Putnam County Legislature ("the Legislature") of the submission of a grant application and, further, if the Legislature objects to such grant application, the applicant shall not apply for said grant; and

WHEREAS, by and through the State of New York and the Office of Senator Peter Harckham, the County has the opportunity to apply for a State and Municipal ("SAM") Crest Grant in the amount of \$50,000 administered by the Dormitory Authority of the State of New York ("DASNY") for installation of an ADA compliant ramp at the County Office Building main entrance; and

WHEREAS, the purpose of the grant funds is to subsidize the costs associated with the Project; and

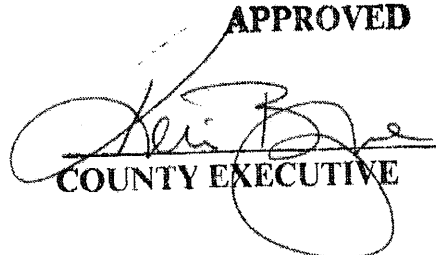
WHEREAS, there is no matching fund requirement by the County to accept the SAM Crest grant for the Project; now therefore be it

RESOLVED, that the Legislature authorizes and approves the County's submission, by the Department of Planning, Development and Public Transportation, of its application for a \$50,000 grant administered through DASNY and awarded by the SAM Crest Facilities Grant Program for the Project; and be it further

RESOLVED, that this resolution shall take effect immediately.

BY POLL VOTE: ALL AYES. LEGISLATORS NACERINO AND SAYEGH WERE ABSENT.
MOTION CARRIES.

State of New York
ss:
County of Putnam

APPROVED

COUNTY EXECUTIVE 12/27/23
DATE

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on December 19, 2023.

Dated: December 21, 2023

Signed: 

Diane Schonfeld
Clerk of the Legislature of Putnam County

This **GRANT DISBURSEMENT AGREEMENT** includes
all exhibits and attachments hereto and are made on the terms and by the parties listed below
and relates to the project described below:

**DORMITORY AUTHORITY OF THE STATE OF
NEW YORK ("DASNY"):**

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

County of Putnam
40 Gleneida Ave
Carmel, New York 10512
United States
Contact: Barbara Barosa
Phone: 845-878-3480
Email:
barbara.barosa@putnamcountyny.gov

THE PROJECT:

Purchase and Installation of an ADA
Compliant Ramp as well as an Entry Door
for the County Office Building

PROJECT LOCATION(S):

David D. Bruen County Office

ADDRESS:

40 Gleneida Avenue, Carmel, 10512

GRANT AMOUNT:

\$50,000.00

FUNDING SOURCE:

Community Resiliency, Economic
Sustainability, and Technology
Program("CREST")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

12/19/2023

EXPIRATION DATE OF THIS AGREEMENT:

3 YEARS FROM DASNY EXECUTION DATE

Project ID: 26605
Grantee ID: 3018
FMS#: 135249

DASNY ADA

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the CREST Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). The Segregated Account must have industry-standard fraud protections added to the account, including but not limited to, check positive pay and ACH positive pay. Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the CREST Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify in New York's Statewide Financial System (<https://www.sfs.ny.gov/>) in order to receive Grant funds. The Grantee must have a current, non-expired prequalification application prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the CREST Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's prequalification status in New York's Statewide Financial System (<https://www.sfs.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. Sectarian instruction or study, or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion, unless as previously disclosed to DASNY as an attachment to Grantee Certification;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
 - v. generation of tax credits or reimbursement of Project costs that have or will cycle through corpus of tax credit structure.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's current prequalification application in New York's Statewide Financial System, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.


18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the CREST Program to DASNY.

County of Putnam
Purchase and Installation of an ADA Compliant Ramp as well as an Entry Door for the County
Office Building
Project ID: 26605

This agreement is entered into as of the latest date written below:


GRANTEE: County of Putnam

Signed by:

21B7979D162E4B7...
(Signature of Grantee Authorized Officer)

Kevin M. Byrne
Putnam County Executive
(Printed Name and Title)

Date: 4/4/2025



DORMITORY AUTHORITY OF THE STATE OF NEW YORK

DocuSigned by:

0269C8EC95074D9...
(Signature of DASNY Authorized Officer)

Sara Richards
Managing Director, Executive Direction
(Printed Name)

Date: 4/14/2025

DASNY OFFICE USE ONLY

GRANTS ADMIN REVIEW		FINAL LEGAL REVIEW	
APPROVED FOR LEGAL REVIEW:		APPROVED FOR SIGNATURE:	

DATE:	4/14/2025	DATE:	4/14/2025
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GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

County of Putnam
Purchase and Installation of an ADA Compliant Ramp as well as an Entry Door for the County Office Building
Project ID: 26605

USE OF FUNDS	TIMELINE		SOURCES			Total
	Anticipated Dates**		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	
Project Description*	Start	End	Amount	Amount	Amount	
Purchase and Installation of an ADA Compliant Ramp as well as an Entry Door for the County Office Building	01/01/2025	04/04/2025	\$50,000.00	\$2,379.45	\$0.00	\$52,379.45

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

*Re: Community Resiliency, Economic Sustainability, and Technology Program ("CREST") Grant
Purchase and Installation of an ADA Compliant Ramp as well as an Entry Door for the County Office
Building*

Project ID: 26605

Ladies and Gentlemen:

I have acted as counsel to County of Putnam (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

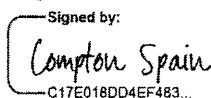
1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

x By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

Signed by:

C17E018DD4EF483...

Compton Spain

Putnam County

Approved – Legal Opinion attached

***Instructions – Grantee's Attorney will choose appropriate response. If "**Approved as to form**" is checked, the Attorney will DocuSign form. If "**Approved – Legal Opinion attached**" is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
 - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
 - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.



DASNY

DASNY OFFICE USE ONLY

GQ Review

DS
SG

1/17/2025

Grant Programs

Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): COUNTY OF PUTNAM, NEW YORK
2. Federal Employer ID No. (FEIN): 14-6002759
3. Website Address: www.putnamcountyny.gov
4. Business E-mail Address: countyexecutive@putnamcountyny.gov
5. Principal Place of Business Address: 40 Gleneida Ave, Room 201
6. Telephone Number: 845-808-1001
7. Type of Entity (Please select appropriate response):
 - a) ☒ Municipality
 - b) ☐ Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the Grantee.
2. "Authorized officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.

4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No ☒

If answer is "Yes", Please explain:

2. As a condition of receiving a Grant, has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors (collectively 'vendors') to provide goods or services in connection with any Grant- Funded Project? Yes No ☒

If answer is "Yes", Please explain why vendor selection was a condition of receiving a Grant:

3. Does the Grantee have a conflict of interest (COI) policy?

Yes ☐ No ☒

- a) If **"No"** Grantee does not have a COI policy, please explain why Grantee does not have a COI policy, and/or what Grantee has in lieu of COI policy.

- b) If **"Yes"** Grantee does have a COI policy or similar policy as described above, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's COI policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee have a conflict of interest (COI) policy?

Yes ☐ No ☒

If answer is **"No"** to 3b, Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds?

Yes ☐ No ☒

If the answer is **"Yes"**, please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.

Yes ☒ No

Yes No

If the answer is "**No**", will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant- Funded Project?

If the answer is "**No**", please explain:

1. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:

- | | | |
|---|-----|--|
| a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? | Yes | No <input checked="" type="checkbox"/> |
| b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? | Yes | No <input checked="" type="checkbox"/> |
| c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? | Yes | No <input checked="" type="checkbox"/> |
| d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? | Yes | No <input checked="" type="checkbox"/> |
| e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? | Yes | No <input checked="" type="checkbox"/> |
| f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? | Yes | No <input checked="" type="checkbox"/> |

- | | | | |
|---|-----|----|---|
| g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? | Yes | No | x |
| h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? | Yes | No | x |
| i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? | Yes | No | x |
| j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? | Yes | No | x |
| k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? | Yes | No | x |
| l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? | Yes | No | x |
| m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? | Yes | No | x |
| n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of: | | | |
| - Unemployment insurance or workers' compensation coverage or claim requirements | Yes | No | x |
| - A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? | Yes | No | x |

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, Yes No ☒ or Federal entity that has made a formal request for information?

If the answer is "**Yes**", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No ☒

If the answer is "**Yes**", identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Grantee failed to pay and the current status of the liability:

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

Signed by:

Michael Lewis

930522ED46224E6

Signature of Authorized Officer

Signed by:

Kevin M. Byrne

2407079D46224E6

Signature of Authorized Officer

Michael Lewis

Printed Name of Authorized Officer

Kevin M. Byrne

Printed Name of Authorized Officer

Commissioner of Finance

Title of Authorized Officer

Putnam County Executive

Title of Authorized Officer

1/3/2025

Date Signed

1/16/2025

Date Signed

EXHIBIT D: Disbursement Terms

County of Putnam
Purchase and Installation of an ADA Compliant Ramp as well as an Entry Door for the County
Office Building
Project ID: 26605

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation **do NOT** qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

County of Putnam
Purchase and Installation of an ADA Compliant Ramp as well as an Entry Door for the County
Office Building
Project ID: 26605

For Office Use Only:

FMS#: 135249

Payment Request #

For work completed between / / and / /

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$	\$50,000.00			

- * Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the County of Putnam, for Project #26605.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which County of Putnam, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and County of Putnam (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of County of Putnam. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
 - ☐ Readable copies of both front and back of canceled checks.
 - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: Community Resiliency, Economic Sustainability, and Technology Program ("CREST") Grant
Purchase and Installation of an ADA Compliant Ramp as well as an Entry Door for the
County Office Building
Project No. 26605*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

- 1) ☐ We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.

OR

- 2) ☐ We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

OR

- 3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** We have applied industry standard fraud protections to this account, including but not limited to, check positive pay and ACH positive pay. The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at () _____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____ Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

County of Putnam
Purchase and Installation of an ADA Compliant Ramp as well as an Entry Door for the County
Office Building
Project ID: 26605

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")

Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) at least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

cc:uel
Phys. 8-20-25

APPROVED
#6

APPROVAL/ PUTNAM COUNTY'S PROPOSED VULNERABILITY ASSESSMENT AND CLIMATE ADAPTATION PLAN

WHEREAS, Putnam County pledged to take part in and has become bronze certified in the NYS DEC Climate Smart Communities Certification Program that includes as an action item the preparation of a Vulnerability Assessment and Climate Adaptation Plan; and

WHEREAS, free technical assistance is available to support the development of these documents (PE7 Action: Climate Vulnerability Assessment and PE7 Action: Climate Adaptation Plan) from the Hudson Valley Regional Council (HVRC) through a NYS DEC Climate Smart Communities Coordinator Services contract; and

WHEREAS, the Climate Smart Task Force, comprised of municipal officials and environmental volunteer community leaders, will collaborate with HVRC in the development of a combined Vulnerability Assessment and Climate Adaptation Plan, review drafts, and provide valuable feedback on iterations that result in final draft; and

WHEREAS, the Climate Smart task force will provide an opportunity for public input and comment on the draft report; and

WHEREAS, the Climate Smart task force will present a summary of the vulnerability results and adaptation plan to the County legislature for consideration of adoption; now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, support the County's undertaking of the combined Vulnerability Assessment and Climate Adaptation Plan; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, supports, approves and authorizes the Department of Planning, Development and Public Transportation to submit these documents to the NYS DEC Office for Climate Change for consideration of points toward Climate Smart Communities certification for Putnam County; and be it further

RESOLVED, that this resolution shall take effect immediately.

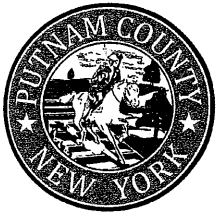
2025 AUG 12 PM 3:42
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Diane Schonfeld

From: Barbara Barosa
Sent: Tuesday, August 12, 2025 2:20 PM
To: Diane Schonfeld; Diane Trabulsy
Subject: Resolution for the Preparation of County Vulnerability Assessment and Climate Adaptation Plan
Attachments: Resolution for Putnam County to Undertake Resilience Work with HVRC.docx

Please see attached for Resolution regarding the preparation of a Vulnerability and Climate Adaptation Plan. I kindly ask that this matter be placed for consideration on this month's Physical Services agenda. Please let me know if you require anything further.

Thank you,
Barbara



Barbara Barosa, AICP

Commissioner ● Department of Planning, Development & Public Transportation ●

PHONE | 845.878-3480 ● WEBSITE | PUTNAMCOUNTYNY.COM

PUTNAM COUNTY NEW YORK GOVERNMENT

"Empowering Putnam County through dedicated service."

cc: all
phys 8-20-25

7

**APPROVAL/ GRANT APPLICATION/ STATE AND MUNICIPAL FACILITIES GRANT
PROGRAM/ PUTNAM COUNTY VETERANS MEMORIAL PARK ACCESSIBLE/ INCLUSIVE
PLAYGROUND**

WHEREAS, Section 5-2(E) of the Putnam County Code provides that an applicant of any grant application that does not require local Putnam County ("the County") matching funds shall notify the Putnam County Legislature ("the Legislature") of the submission of a grant application and, further, if the Legislature objects to such grant application, the applicant shall not apply for said grant; and

WHEREAS, by and through the State of New York and the Office of Senator Peter Harckham, the County has the opportunity to apply for a State and Municipal ("SAM") Crest Grant in the amount of \$100,000 administered by the Dormitory Authority of the State of New York ("DASNY") to retrofit the Putnam County Veterans Memorial Park playground into an accessible, inclusive playground; and

WHEREAS, the purpose of the grant funds is to subsidize the costs associated with the Project; and

WHEREAS, there is no matching fund requirement by the County to accept the SAM Crest grant for the Project; now therefore be it

RESOLVED, that the Legislature authorizes and approves the County's submission, by the Department of Planning, Development and Public Transportation, of its application for a \$100,000 grant administered through DASNY and awarded by the SAM Crest Facilities Grant Program for the Project; and be it further

RESOLVED, that this resolution shall take effect immediately.

2025 AUG 12 PM 3:42
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

CHAIR
ENVIRONMENTAL CONSERVATION

COMMITTEES
ALCOHOLISM AND SUBSTANCE USE DISORDERS
CRIME VICTIMS, CRIME AND CORRECTIONS
INSURANCE
RULES
TRANSPORTATION
VETERANS, HOMELAND SECURITY
AND MILITARY AFFAIRS

THE SENATE
STATE OF NEW YORK



PETER B. HARCKHAM
SENATOR, 40TH DISTRICT

ALBANY OFFICE
315 LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
(518) 455-2349

DISTRICT OFFICE
1 PARK PLACE
SUITE 302
PEEKSKILL, NEW YORK 10566
(914) 241-4600

July 11, 2024

Dear Grantee,

I am pleased to inform you that Putnam County has been allocated \$100,000 through the **Community Resiliency, Economic Sustainability, and Technology (CREST) Capital Reimbursement Grant Program** to support your efforts in enhancing public spaces such as parks, playgrounds, sidewalks, and other vital infrastructure that fosters accessibility and community well-being.

To move forward with the formal application and approval process, please follow the steps outlined below:

Required Documentation

Along with your completed Preliminary Application (PA), please submit the following:

- Vendor quotes or bids for the project
- A detailed project description
- Project deed or lease agreement
- A signed letter confirming your organization will cover any project costs that exceed the allocated amount

Review and Approval Process

1. The Senate Finance Committee will review your PA and supporting documents for completeness and eligibility.
2. Once approved, your application will be forwarded to the **Dormitory Authority of the State of New York (DASNY)** for further review and project activation.

Project Activation

Upon approval, DASNY will assign a **Project Identification Number** and send your organization a due diligence package with detailed instructions and additional paperwork.

CHAIR
ENVIRONMENTAL CONSERVATION

COMMITTEES
ALCOHOLISM AND SUBSTANCE USE DISORDERS
CRIME VICIMS, CRIME AND CORRECTIONS
INSURANCE
RULES
TRANSPORTATION
VETERANS, HOMELAND SECURITY
AND MILITARY AFFAIRS

THE SENATE
STATE OF NEW YORK



PETER B. HARCKHAM
SENATOR, 40TH DISTRICT

ALBANY OFFICE
315 LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
(518) 455-2340

DISTRICT OFFICE
1 PARK PLACE
SUITE 302
PEEKSKILL, NEW YORK 10566
(914) 241-4600

Grant Disbursement Agreement

After obtaining all necessary governmental approvals, DASNY will send two copies of the **Grant Disbursement Agreement (GDA)** to your organization. Once signed, you may begin incurring eligible project costs and submitting reimbursement requests.

Important Note:

CREST grants are **reimbursement-based**. This means your organization must pay project costs upfront and request reimbursement later. **Do not begin your project until you receive written confirmation from DASNY to proceed.**

We are excited about the impact your project will have and are committed to supporting you throughout this process. If you have any questions or need assistance, please contact Sarah Perez at Perezs@nysenate.gov or (518) 455-2340.

Congratulations on your allocation. We look forward to working with you to bring your project to life.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter B. Harckham".

Senator Pete Harckham
SD 40

cc: all
phys. 8-20-25

#8

RESOLUTION # of 2025

APPROVAL/CONVEYANCE OF A CERTAIN COUNTY PROPERTY TO THE VILLAGE OF COLD SPRING PURSUANT TO CHAPTER 31 OF THE PUTNAM COUNTY CODE

WHEREAS, by tax deed the County of Putnam acquired title to certain parcel located in the Village of Cold Spring designated as Tax Map No. 48.8-1-25 (the "Parcel"); and

WHEREAS, the Village of Cold Spring the ("Village"), through the Cold Spring Highway Superintendent, has requested that the County convey the Parcel to the "Village" so that the "Village" may use said Parcel for the purpose of maintaining a stormwater outfall structure; and

WHEREAS, Putnam County Code § 31-8 permits such a conveyance when it is for public use and in the best interests of the County; and

WHEREAS, the Putnam County Legislature has determined that conveying the Parcel to the Village of Cold Spring Highway Department for the purposes of maintaining a stormwater outfall structure will constitute a public use and be in the best interests of the County; now therefore be it

RESOLVED, that the Parcel, designated as Tax Map No. 48.8-1-25 be conveyed to the Village of Cold Spring to be used for public use; and be it further

RESOLVED, that the County Executive is authorized to sign a quitclaim deed to the Parcel conveying it to the Village of Cold Spring after approval of the County Attorney, Commissioner of Finance and Director of Real Property Tax Services; and be it further

RESOLVED, that said quitclaim deed shall reserve to the County an interest, whereby the subject parcel shall revert to the County in the event that it is used for other than a public purpose and benefit; and be it further

RESOLVED, that the County Attorney is hereby authorized to take whatever action is necessary in order to effectuate this Resolution; and be it further

RESOLVED, that this Resolution shall take effect immediately.

2025 AUG 12 PM 12:51
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY